

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BCDE Group Waste Management LTD. OY	07/09/2008
RECEIVING PARTY DATA	
Name:	BCDE GROUP LLC
Street Address:	1613 Gettysburg Avenue North
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55427
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6086732
CORRESPONDENCE DATA	
Fax Number:	(612)334-3312
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	612-334-3222
Email:	sgreenfield@wck.com
Correspondent Name:	Westman, Champlin & Kelly, P.A.
Address Line 1:	900 Second Avenue South
Address Line 2:	Suite 1400
Address Line 4:	Minneapolis, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	B121.12-0003
NAME OF SUBMITTER:	Joseph R. Kelly
Total Attachments: 4 source=B121.12-0003Assignment#page1.tif source=B121.12-0003Assignment#page2.tif source=B121.12-0003Assignment#page3.tif source=B121.12-0003Assignment#page4.tif	

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EXHIBIT B

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment") is made and entered into this 9 day of July, 2008, by and between BCDE Group Waste Management Ltd, OY, a Finnish corporation ("Assignor"), and BCDE Group LLC, a Minnesota limited liability company ("Assignee"). Assignor and Assignee may be referred to in this Assignment individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, Assignor is the owner of certain patent rights and intellectual property related to the waste elimination industry, including Assignor's know how, techniques, inventions, discoveries, trade secrets, derivative works or work product of any nature whatsoever related to or connected with such intellectual property as further described on Schedule I attached hereto (collectively, the "Intellectual Property"); and

WHEREAS, in connection with that certain Intellectual Property Purchase Agreement Assignment by and between Assignor and Assignee, dated June 26, 2008 (the "Purchase Agreement"), and that certain Waste Elimination Technology License Agreement by and between Assignor and Assignee of even date therewith (the "License Agreement"), Assignor desires to assign the entire right, title and interest in and to the Intellectual Property, and Assignee desires to acquire the entire right, title and interest in and to the Intellectual Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

ASSIGNMENT AND AGREEMENT

1. Assignment. Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts, the entire right, title and interest in and to the Intellectual Property; the same to be held and enjoyed by Assignee for its own use and on its own behalf, and for its legal representatives, successors, assigns and designees, as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made; provided, however, this Assignment shall not become effective unless and until any and all conditions to Permanent Assignment (as defined in the License Agreement) as provided in the Purchase Agreement and/or License Agreement have been satisfied.

2. Protection and Enforcement. Assignor irrevocably designates and appoints Assignee as its agent and attorney-in-fact, to act for and in its behalf and stead to execute, register and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution and issuance of intellectual property rights associated with the Intellectual Property with the same legal force and effect as if executed by Assignor. Assignor shall do all acts reasonably necessary to promptly assist Assignee in obtaining, transferring and/or assigning the Intellectual Property, including without limitation, executing such documents as Assignee may reasonably request. To the extent any court, administrative tribunal or agency with appropriate jurisdiction determines any of the rights granted hereunder may be inalienable or invalid, Assignor shall agree not to exercise such rights, and to grant to Assignee the exclusive, perpetual,

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OY IP Purchase Agreement and Assignment

irrevocable, transferable, assignable and sub-licensable right to exercise all intellectual property rights in the Intellectual Property as determined in the Purchase Agreement.

3. Miscellaneous. This Assignment shall be binding upon the Parties hereto and their successors. This Assignment will be governed by and construed under the laws of Finland, without regard to conflicts-of-law principles that would require the application of any other law. The provisions of this Assignment are severable. If any provision of this Assignment is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby. The Parties agree that the Recitals contained herein are specifically incorporated into the Assignment by this reference. The undersigned further agree to cause any and all entities or otherwise, which are directly or indirectly controlled or influenced by the undersigned, to transfer the Intellectual Property.

IN WITNESS WHEREOF, the undersigned has signed this assignment as of the 9 day of July, 2008.

ASSIGNOR:

BCDE GROUP WASTE MANAGEMENT LTD,
OY

By: Hannu L. Suominen
Hannu L. Suominen, Chairman of the Board

STATE OF _____)
COUNTY OF _____) ss.

This instrument was acknowledged before me on the _____ day of _____, 200_, by _____, who personally acknowledged that he is duly authorized to execute the foregoing Assignment of Intellectual Property and has done so as his free act and deed.

Notary Public

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ACKNOWLEDGED AND AGREED TO BY:

ASSIGNEE:

BCDE GROUP LLC

By: 

Mark J. Wucher, Managing Partner

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SCHEDULE 1

Patent Rights Owned by Assignor

Title	Patent/Registration No.	Date	Country	Description
Method and Apparatus for Removing Impurities from Waste Water by Electro Flocculation	10940207	June 10, 2005 (date of application)	United States	Technology described in this patent application was included in the first accepted municipal application proposal of Seller
Method and Apparatus for Removing Impurities from Waste Water by Electro Flocculation	2516618	January 24, 2003 (date of application)	Canada	N/A
Flock Separating Apparatus	3,888,314	March 30, 1979 (date of issuance)	United States	Technology described in this registered patent was included in the first accepted municipal application proposal of Seller
Flock Separating Apparatus	6,004,712	July 11, 2000 (date of issuance)	United States	Technology described in this registered patent was included in the first accepted municipal application proposal of Seller

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